

Q-0025

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A G R E E M E N T

BETWEEN:

Mercer County Welfare Board

-AND-

Mercer County Welfare Board

Supervisors Association

X July 1, 1980 through June 30, 1982

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DIRECTORS OFFICE

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PREAMBLE

*At*  
RB  
4/2/81

This agreement dated the twelfth day of March 1981  
is entered into by and between the Mercer County Welfare Board  
and the Mercer County Welfare Board Supervisors Association.  
(Hereinafter referred to as the Association.)

*MBS.*  
4/2/81

ARTICLE I  
RECOGNITION

The Mercer County Welfare Board recognizes the Mercer County Welfare Board Supervisor Association as the exclusive representative for the following supervisory employees:

Accountant  
Supervising Clerk  
Supervising Clerk Bookkeeper  
Homemaker Service Supervisor  
Income Maintenance Supervisor  
Senior Accountant  
Senior Investigator  
Social Work Supervisor  
Supervisor of Property & Resources  
Data Processing Coordinator

Excluded are the following employees at the Mercer County Welfare Board:

Director  
Deputy Director  
Chief Clerk  
Administrative Supervisors (Income Maintenance & Social Work)  
Assistant Administrative Supervisors (Income Maintenance & Social Work)  
Personnel Officer  
Personnel Assistant  
Training Supervisor  
Assistant Training Supervisor  
Board Counsel  
Chief Investigator  
Fiscal Officer  
Administrative Secretary  
Managerial Executives  
Confidential Employees  
Judicial Employees  
Police Employees  
Craft Employees  
Associate Counsel

All other job classifications covered within other certified and/or other recognized bargaining units.

In the event that either party to this contract deems it necessary to question the propriety of any of the aforementioned titles as to its inclusion in the Association bargaining unit, then either party may reopen negotiations as to the same upon written notice by one party to the other.

ARTICLE II

MANAGEMENT RIGHTS

*After*  
RB  
4/2/81  
MB  
4/2/81  
All the powers, rights, prerogatives, duties, responsibilities and authority that the Board had prior to the signing of this Agreement are retained by the Board except those specifically modified by this Agreement and those which are not contrary to public policy nor any law of the State of New Jersey, or any rules, regulations or directives promulgated by the State Division of Public Welfare, or the State Division of Youth and Family Services.

*Q*  
Proposed new rules or modifications of existing rules governing working conditions shall be negotiated with the majority representative before they are established. The working conditions aforementioned are: wages, hours of employment, lunch breaks, ~~coffee~~ breaks, and overtime.

rest

*RB*  
4/2/81 *MBD*  
4/2/81

ARTICLE III

NON DISCRIMINATION CLAUSE

- A. The Welfare Board and the Association agree there shall be no discrimination against any employee because of age, sex, marital status, race, religion, national origin, political affiliation, or Association membership and other catagories as defined by Civil Service Regulations.
- B. In the event there is any anticipated change in the Affirmative Action Plan at this Agency, the Administration of the Welfare Board will discuss such plan with the Association.

## ARTICLE IV

### DUES CHECK OFF

In accordance with Title 52:14-15-9c of the New Jersey Statutes Annotated: The Board agrees to deduct the Association monthly membership dues from the pay of those employees who individually request in writing that such deductions be made. The amounts to be deducted shall be certified to the Employer by the Treasurer of the Association and the aggregate deductions of all employees shall be remitted to the Treasurer of the Association together with a list of the names of all employees for whom the deductions were made by the 10th day of the succeeding month after deductions are made. The revocation of this authorization should be in Accordance with the applicable statutes as presently existing or as may be amended.

ARTICLE V

HOURS OF WORK

The normal work week shall consist of 35 hours per week, 7 hours per day, 5 days per week. The hours of work will be from 8:30 A.M. to 4:30 P.M., Monday thru Friday.

## ARTICLE VI

### HOLIDAYS

All employees covered by this Agreement are entitled to legal paid holidays.

The legal paid holidays, as specified under Ruling 11 of the Department of Human Services, Division of Public Welfare and fixed by the New Jersey State Statutes are as follows:

New Year's Day	Labor Day
Martin Luther King's	Columbus Day
Birthday	Election Day
Lincoln's Birthday	Veterans Day
Washington's Birthday	Thanksgiving Day
Good Friday	Christmas Day
Memorial Day	
Independance Day	

In the event any of the above statutory holidays falls on a Sunday, it shall be celebrated on the following Monday, or in the event any of the above statutory holidays falls on a Saturday, it shall be celebrated on the preceding Friday.

In addition to the aforementioned holidays, the Board will grant a holiday when the Governor, in his role as Chief Executive of the State of New Jersey, declares a holiday by Proclamation or when the Chief Executive of Mercer County and/or the Board of Chosen Freeholders of Mercer County declares a holiday for all County Employees.

ARTICLE VII

VACATIONS

A. Permanent and provisional full time employees shall be granted vacation leave as follows:

1. One (1) working day's vacation for each month of service during the remainder of the calendar year following the date of appointment.
2. Twelve (12) working days vacation thereafter for every year and up to five years of service.
3. Fifteen (15) working days vacation after the completion of five years of service and up to ten years.
4. Eighteen (18) working days vacation thereafter for every year after the completion of ten years of service and up to fifteen years.
5. Twenty (20) working days vacation thereafter for every year after the completion of fifteen years, and up to twenty years.
6. Twenty-five (25) working days vacation thereafter for every year after the completion of twenty years of service.
7. New employees appointed after July 1, 1974 shall receive vacation leave in accordance with revised Ruling 11 dated July 29, 1974 which was effective July 1, 1974.

B. The employee will follow a vacation schedule suited to the overall needs of the Agency and considerate of the needs of the employee.

C. The present policy will be continued of granting vacation time by seniority in each working unit with request to be submitted in writing to be agreed upon by the employee and the supervisor within three working days after the request has been submitted. However, when requesting three days or less the request must be given to immediate supervisor by 1:00P.M. of the working day preceding the vacation time requested.

D. Vacations are credited in advance in expectation of continued employment for employees in their second calendar year of employment. Reimbursement must be made in cases where the amount of employment does not equal the amount of vacation time taken within the calendar year.

E. ~~Vacation days may be carried over into the next calendar year, but no further.~~

ARTICLE VII

VACATIONS CONTINUED

- F. Temporary full time employees are entitled to one working day vacation for each month of service as earned.
- G. In an emergency situation, a vacation day may be requested without prior approval and may be allowable at the discretion of the immediate supervisor. The employee is required to call in before 8:30 A.M. or as soon as possible thereafter on the morning emergency vacation leave is requested. Emergency is defined as an unforeseen circumstance or combination of circumstances which calls for immediate action.

ARTICLE VIII

PERSONAL ~~HOLIDAY~~ AND BEREAVEMENT LEAVE

*RB  
JH  
M2/81 4/1/81*

Personal leave days:

*RB  
JH  
M2/81 4/1/81*

- A. Full-time employees with one (1) year's continuous service shall be entitled to three (3) days leave per calendar year with pay for personal business. Personal leave days shall be earned at the rate of one (1) day for each four (4) month period of the calendar year.
- B. Request for leave shall be in writing and given at least twenty-four hours in advance of the requested date or dates to the employee's immediate supervisor. In case of an emergency situation, a personal day may be requested, without prior approval, and will be allowable at the discretion of the immediate supervisor. The employee is required to call before 8:30 AM, or as soon as possible thereafter. Personal leave days shall be non-cumulative.
- C. Personal days are credited in advance in expectation of continued employment. Reimbursement must be made in cases where the length of employment does not equal the amount of personal days taken within the calendar year.

*HRD 4/2/81  
JBD 4/2/81  
RB 4/2/81  
RB 4/2/81*  
ARTICLE VIII- CONT.

PERSONAL AND BEREAVEMENT LEAVE

Bereavement Leave days:

4. Full-time employees with one year continuous service shall be entitled to up to a total of three (3) days paid leave per calendar year for bereavement for time lost from work due to the death of any of the following member of the immediate family: father, mother, brothers, sisters, spouse, children, grandparents, grandchildren, father-in-law, mother-in-law, or other relatives residing in the employee's household.
5. Full-time employees with one year continuous service shall be limited to one (1) day paid leave per calendar year for time lost from work due to the death of the employee's spouse's grandparent.
6. Bereavement leave days shall be non-cumulative and may be used only within the calendar year.

## ARTICLE IX

### SICK LEAVE

Full Time or

2 A permanent and provisional employees will accumulate sick leave privileges as earned on the following basis:

2B 1/28/81

1/28/81 1. One (1) working day sick leave per month of service or major fraction thereof during the remainder of the calendar year following the date of regular appointment.

2. Fifteen days sick leave per calendar year of service on a cumulative basis beginning with the second year of employment. This leave is credited in advance at the beginning of the year.

3. Sick leave for absences in excess of ten continuous work days must be requested by the employee in writing to his immediate supervisor. This request must be accompanied by a written and signed statement by a physician setting forth the reason for the sick leave and probable date of return to employment.

4. In all cases of illness, whether of short or long duration, the employee is required to notify his/her superior of the reason for absence at 8:30 AM, or as soon as possible thereafter of the first day of absence from the office. If the duration of absence exceeds two days, it will be necessary to report on every third day. Failure to report absences on the part of any employee may be cause for disciplinary action. A physician's certificate must be submitted when an employee is absent five or more consecutive working days.

5. All sick leaves are subject to Administrative and/or Board approval and may also be subject to approval of the Division of Public Welfare and the Department of Civil Service.

6. Sick days are credited in advance in expectation of continued employment. Reimbursement must be made in cases where the amount of employment does not equal the amount of sick time taken within the calendar year.

7. Full time and temporary employees shall be entitled to one (1) sick day per month as earned.

1/28/81

ARTICLE X

LEAVE OF ABSENCE WITHOUT PAY

A. Leaves of Absence without pay may be granted at the discretion of the Welfare Board to permanent employees for any reason considered acceptable by the Welfare Board, for a period not to exceed six (6) months at any one time, subject to the approval by the Department of Civil Service and the Division of Public Welfare. Such leaves of absence may be renewed by the Welfare Board for an additional period not to exceed six (6) months. No further renewal may be granted except upon the approval of the Department of Civil Service and the Division of Public Welfare for reasons as established by Commission Regulation.

B. In all cases, the employee must provide a written request setting forth the reason or reasons why leave is requested and the dates for the commencing and the terminating of said leave and shall submit same to the Welfare Board. No leave of absence without pay shall become effective without prior approval of the Welfare Board and/or the Welfare Director.

C. Employees granted leave of absence without pay shall not accrue sick leave or vacation leave credit for every full month or major fraction thereof that the employee is on sick leave without pay for the year in which such leave is taken.

D. In leaves of absence for sick leave without pay the employee must submit a signed statement from his or her physician setting forth the medical reason for the leave and period of time the employee will be unable to work because of the illness.

## ARTICLE XI

### MATERNITY LEAVE

- A. Permanent employees shall request in writing through their supervisor, maternity leave for pregnancy and confinement. Such requests for maternity leave must be accompanied by a written and signed Physician's statement.
- B. All Maternity leaves are subject to approval by the Welfare Board, the Division of Public Welfare and the Department of Civil Service. Such leave, when granted, must be renewed every six (6) months, and supported by a written request and Physician's certificate up to a maximum of one year. The above renewal shall apply only after pregnancy has come to term and is subject to approval by the Department of Civil Service and Division of Public Welfare.
- C. During this leave an employee is entitled to paid leave, providing she has accrued leave time, but not to exceed one month following termination of pregnancy. In the event during the maternity leave period, the employee's accrued leave time has expired, then the remainder of the leave of absence will be without pay. Additional paid leave beyond the one month period may be granted upon presentation of a doctor's certificate setting forth the necessity thereof.
- D. Temporary and provisional employees may be granted authorized leaves of absence without pay for pregnancy and confinement for a maximum period of sixty (60) days, provided that such request is supported by a written request and a physician's certificate.

## ARTICLE XII

### LEAVE OF ABSENCE DUE TO INJURY

All employees covered by this Agreement who are disabled because of a job related injury or illness may be granted a leave of absence with pay by the Mercer County Welfare Board for up to six (6) months from the date of injury or illness and this leave shall be based upon medical proof that the illness or injury is job related and that the employee is unable to work. This leave will not be charged to an employee's sick or vacation time.

Any amount of salary or wages paid or payable to such employee for disability leave shall be reduced by the amount of Workers ~~Workers~~ compensation paid under the <sup>Workers</sup> Compensation Act for temporary disability.

In the event that the disabled employee receives temporary disability under <sup>Workers</sup> compensation during the course of the aforementioned six (6) months, he or she is to endorse that draft payable to the Mercer County Welfare Board and is to tender such draft to the Personnel Officer of the Welfare Board. Said tender of draft to the Welfare Board will be in way of reimbursement to the aforementioned Board toward payment of the disabled employee's full salary during the course of the six month period. In the event that the disabled employee does not endorse and turn over the temporary disability draft to the Personnel Officer of the Welfare Board, he or she shall not receive full pay but only the difference between the compensation pay and his or her full pay during the six (6) month period of time.

## ARTICLE XIII

### JURY DUTY AND WITNESS LEAVE

- A. An employee shall be granted necessary time off without loss of pay when he/she is summoned and performs jury duty as prescribed by applicable law. If excused by the Court on or before 12:30P.M., the employee shall return to work for the remainder of the work day.
- B. When an employee is summoned to appear as a witness before a court, legislative committee or judicial or quasi-judicial body in matter related to his/her capacity as an employee or officer of this Agency, she/he shall be granted necessary time off without loss of pay.
- C. The employee shall notify management immediately of his/her requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was requested.

## ARTICLE XIV

### EMERGENCY LEAVE

- A. An employee shall be granted necessary time off without loss of pay when required to perform emergency civilian duty in relation to National Defense or other emergency when so ordered by the Governor of the State of New Jersey or the President of the United States up to a period of one month.
- B. The employee shall notify management immediately of his/her requirement for this leave, and subsequently furnish evidence that he/she performed the duty for which the leave was requested.

ARTICLE XV  
DISASTER LEAVE

A. In the event that the Mercer County Welfare Board's business and operations are curtailed due to calamity, conflagration or such similar circumstances, continuance of the current wage scale and employment of employees shall be provided for as shall be possible and practicable, subject to the approval of the Director of the Mercer County Welfare Board and the Director of the Division of Public Welfare.

B. In the event of a disaster and the Welfare Board is open for business during a normal work day, then in that event, the Welfare Board shall be considered as having been open for a full work day. In the event of a disaster and the Welfare Board does not open for business on a normal work day, then in that event, the Agency shall be considered closed for the entire normal work day. On a work day when the Agency is considered to be closed for the entire normal work day, employees who have been approved for vacation, sick, personal or bereavement days with pay shall not be charged with the time specified in their request.

ARTICLE XVI  
GRIEVANCE PROCEDURE

**A. Purpose:**

1. The purpose of this procedure is to secure at the lowest possible level equitable solutions to the problems which may arise affecting the terms and conditions of ~~the Agreement~~ employment. The parties agree that this procedure will be kept as informal as may be appropriate.

RB  
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2. Nothing herein contained shall be construed as limiting the right of any employee having a grievance to discuss the matter informally with any appropriate member of the Administration.

**B. Definition:**

The term "grievance" shall mean an allegation that there has been:

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4/2/81  
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1. A misinterpretation or misapplication of the terms of this Agreement which is subject to the grievance procedure outlined herein and shall hereinafter be referred to as a "contractual grievance"; or contractual

2. Inequitable, improper, unjust application or misinterpretation of rules or regulations, existing policy, or orders applicable to the Welfare Board, which shall be processed up to and including the Welfare Board, and shall hereinafter be referred to as a "non-contractual grievance."

**C. Presentation of a Grievance:**

In the presentation of a grievance, the aggrieved shall have the right to present his/her own appeal or designate an association representative to present said appeal with him/her.

The Board agrees that there shall be no loss of pay for the time spent in processing and presenting the grievance by the aggrieved and one steward who is an employee of the Board throughout Step 1 of the grievance procedure.

In Step 2, the grievant shall have the right to be represented by one steward and the local association president or his/her designee without loss of pay to any of these individuals.

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In Step 3 of the grievance procedure, the grievant ----- shall have the right to be represented by one steward and the local association president or his/her designee, again without loss of pay.

**D. Steps of the Grievance Procedure:**

The following constitutes the sole and exclusive method for resolving grievances between the parties covered by this Agreement.

ARTICLE XVI (CONTINUED)

Step 1. A. The aggrieved shall institute action under the provisions hereof in writing, signed and delivered to his or her immediate superior within ten (10) working days of the occurrence complained of or within ten (10) working days after he or she would reasonably be expected to know of its occurrence. Failure to act within said ten (10) working days shall be deemed to constitute abandonment of the grievance.

B. The immediate superior shall render a decision in writing within three (3) working days after receipt of the grievance. In an emergency this three (3) day working period may be waived if both agree in writing

C. In the event that the grievance does not pertain to the immediate superior, this step may be omitted at the discretion of the grievant and his or her immediate superior. The aggrieved will forward a copy of the grievance to his immediate superior in all situations.

*Q*  
*JB*  
*4/2/81*  
*1100 4/4/81*  
In the event that Step 1A applies, the grievant and his or her immediate supervisor will forward written notice signed by both parties to the Director that Step 1 is waived and Step 2 is requested.

Step 2. In the event satisfactory settlement has not been reached, the aggrieved shall in writing and signed, file his complaint with the Director of Welfare within five (5) working days following the determination of Step 1. The Director of Welfare or his designee shall meet with the aggrieved and shall render his decision within ten (10) working days after the receipt of the complaint. Failure upon the part of the grievant to file his or her complaint with the Director of Welfare within five (5) working days following the decision of the immediate supervisor shall be deemed to constitute abandonment of the grievance.

*Q*  
*JB*  
*4/2/81*  
*1100 4/4/81*  
Step 3A. Should the aggrieved disagree with the decision of the Director, the aggrieved may within five (5) working days submit a request to appear before the Board. In the event the aggrieved files his or her request with the Board at least five (5) working days prior to a Board meeting, the Board shall review the decision of the Director at that meeting.

B. The Board will render its decision setting forth the reason or reasons for its decision within ten (10) working days after the Board meeting at which the matter has been reviewed. If necessary a special Board meeting will be held to hear the appeal prior to the next regularly scheduled Board meeting. All members of the Welfare Board are members of a committee to hear appeals. However, a decision may be made by a minimum of three (3) Board members, which shall be the decision of the Welfare Board. Failure upon the part of the grievant to submit a request to appear before the Board within five (5) working days following the decision of the Director or his designee shall be deemed to constitute abandonment of the grievance.

C. If the Board's decision involves a non-contractual grievance, the decision of the Board shall be final

*Q*  
*RB*  
*1100 4/4/81*

Step 4. Any unresolved contract grievance may be appealed to arbitration only by the Association. The Association must file the request for arbitration within ten (10) working days after the receipt of the Board's decision. The Association may file an appeal to the Board if the grievant wishes to challenge the Board's decision and the grievant's wishes to pursue the grievance. The Board will not compensate Association witnesses, the grievant, and Association representatives for loss of time from work attending arbitration hearings.

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4/2/81 4/2/81

a. It is understood and agreed between the parties that the subject of change in wages shall not be subject to binding arbitration.

See page 21 a.

b. Where the grievance involves an alleged violation of individual rights specified in Civil Service Law and rules for which a specific appeal to Civil Service is available, the individual may present his complaint to the Civil Service Procedure or the Grievance procedure as herein provided. Once the grievant makes the selection of procedure, such election shall be deemed final and binding and constitute an absolute waiver of the procedure not selected. The election will be made in writing at the appropriate time on the grievance form.

c. The parties shall select an arbitrator on a case to case basis from the panel of arbitrators maintained by PERC and in accordance with the selection procedures of PERC.

See page 21 a.

d. The decision or award of the arbitrator shall be final and binding on the Welfare Board, the Association, and the grievant or grievants to the extent permitted by and in accordance with applicable law and this agreement.

Any arbitration decision or awards affecting matters covered by Ruling 1 shall be subject to review by the Department of Human Services, Division of Public Welfare. Where the Department of Human Services, Division of Public Welfare refuses to approve an arbitrator's decision or award as being in contravention of Ruling 11, this shall not be construed as preventing the Association from thereafter moving in an appropriate forum for the enforcement of the arbitrator's decision or award.

e. The arbitrator may prescribe an appropriate back-pay remedy when he finds a violation of this Agreement, provided such remedy is permitted by law and is consistent with the terms of this Agreement, except that he may not make an award which exceeds the Welfare Board's authority. The arbitrator shall have no authority to prescribe a monetary award as a penalty for a violation of this Agreement.

f. The arbitrator shall not have the power to add to, subtract from, or modify the provisions of this Agreement and shall confine his decision solely to the interpretation and application of this Agreement. He shall confine himself to the precise issue submitted for arbitration and shall have no authority to determine any other issues not so submitted to him, nor shall he submit observations or declaration of opinions which are not essential in reaching the determination.

g. The costs of the services of the arbitrator shall be borne equally by the Board and the Association. Any other expenses incurred in connection with the arbitration shall be paid by the party incurring the same.

4/2/81

*GT*  
*RS*  
*4/2/81*  
*10/11/81*  
Step 4. (continued)

b. Nothing in this Agreement shall be construed as compelling the Association to submit a grievance to arbitration. The Association's decision to request the movement of a grievance to arbitration or to terminate the grievance prior to submission to arbitration shall be final as to the interests of the grievant and the Association.

Step 4.

e. The parties shall meet at least ten (10) working days prior to the date of the arbitration hearing to frame the issues to be submitted to the arbitrator and to stipulate the facts of the matter in an effort to expedite the hearing.

g. //b. The costs of the transcript, if any, will be borne by the party requesting it. If both parties request a transcript, the cost will be shared equally.

RB 105  
JH 4/2/81  
k. //b. The arbitrator shall hold a hearing at a time and place convenient to the parties as expeditiously as possible after his selection and shall issue his decision within thirty (30) days after the close of the hearing.

E. MISCELLANEOUS:

1. Association representation does not preclude representation by an attorney.
2. A minority organization shall not present or process grievances.
3. Should the grievant elect to present his own grievance, without Association representation, he should so indicate on the grievance form in the procedural Step 1.
4. Time limits under this article may be changed by mutual agreement only.

5. //b. Employees shall have an opportunity to be represented by an Association official when such employee is advised of charges being brought against him or her.

RB  
MBA  
4/2/81

1. Grievance resolutions or decisions at Steps 1 through 4 shall not constitute a precedent in any arbitration or other proceeding unless a specific agreement to that effect is made by the authorized representatives of both parties. This is not to be construed as limiting the right of either party to introduce relevant evidence, including such grievance resolutions, as to the prior conduct of the other party.

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4/2/81

## ARTICLE XVII

### SALARIES AND COMPENSATION

For the year 7/1/80 to 6/30/81, employees covered by this Agreement shall be compensated as follows:

1. Each position title shall have a salary range with a minimum and a maximum, as set forth in Appendix I of this agreement which shall be in compliance with Ruling 11 in effect July 1, 1980. Effective July 1, 1980 employees shall have their salaries adjusted on-step on-guide in the appropriate salary range as set forth in Appendix I of this agreement.
2. All employees covered by this Agreement, effective July 1, 1980 shall receive a 5% salary differential prorated, based on the period July 1, 1980 to June 30, 1981, and based exclusively on the minimum step of the appropriate salary range as set forth in Appendix I of this agreement. Said salary differential shall terminate on 6/30/81.
3. All employees covered by this Agreement who are hired or appointed to another classification during the life of this agreement, shall receive a salary differential, if applicable, as of the effective date of appointment. Said salary differential will be paid in the manner set forth in item 2 of this article.
4. Employees who are not at the maximum of their appropriate salary range shall be entitled to an earned merit increment within their salary range on their anniversary date, provided their services have been satisfactory and they have been in the continuous employment of the Board for at least one year.
5. All employees covered by this Agreement, promoted or reclassified to another title which carries a higher salary range, shall have their salary adjusted so that it provides an increase in pay of one increment of the present salary range plus the amount, if necessary, to adjust and equalize the employee's salary to the proper step of the new salary range.
6. In those situations in which an employee's salary adjustment is not equal to at least two increments in their old range they shall retain their current anniversary date. However, if an employee salary adjustment equals two or more increments in their old range, they shall be assigned a new anniversary date based on the effective date of such salary increase in the same manner as indicated below for new employees hired. Employees placed on a new quarterly anniversary date must serve in position for one year to be entitled to an earned merit increment on their anniversary date.

ARTICLE XVII-Salaries and Compensation

7. Determining Anniversary Dates:

a. Employees hired at the Welfare Board from October 2 to January 1 shall have a January 1 anniversary date of the second year following the date of appointment. For those employees hired on January 1 or January 2, the anniversary date of January 1 will be the following year.

b. Employees hired from January 3 through April 1 shall have an April 1 anniversary date of the following year.

*4/1/81* c. Employees hired from April 2 through July 1 shall have an October 1 anniversary date of the following year.

d. Employees hired from July 2 through October 1 shall have an October 1 anniversary date of the following year.

*GR*  
RB  
4/2/81

## ARTICLE XVIII

### LONGEVITY

Every full time employee, provisional or permanent, classified or unclassified, of the Mercer County Welfare Board shall receive longevity payments on a prorated basis with each salary check during the calendar year, and such longevity payment shall be considered with the salary for pension purposes.

The longevity Plan is as follows: Employees having completed five years of continuous service will have added to their gross per annum pay an additional \$200.00 commencing with the first day of the first full pay period following said anniversary date, and for completion of each additional five years of service calculated in the same manner using employee anniversary dates, shall have added to their gross per annum pay an additional \$300.00.

In the event that during the life of this Agreement, the County adopts increases in its Longevity plan, the same increases will be provided employees covered by this Agreement, subject to the availability of funds and prior approval of the Division of Public Welfare.

## Article XIX

### HEALTH INSURANCE, INSURANCE, RETIREMENT BENEFITS

A. The Board agrees to pay for the full cost and provide coverage for eligible employees and their immediate families in accordance with the existing New Jersey State Health Benefits Program. The Welfare Board agrees to provide Retirement Benefits in accordance with the existing New Jersey Employees Retirement Act.

1. All employees shall be entitled upon retirement from the New Jersey Public Employees Retirement System, to receive a lump sum payment as supplemental and unused accumulated sick leave which is credited to him or her on the effective date of his or her retirement.
2. The supplemental compensation payment to be paid hereunder, shall be computed at the rate of one-half of the eligible employee's rate of pay for each day of earned and unused accumulated sick leave based upon the average annual compensation received during the last year of his or her employment prior to the date of his or her retirement, provided however, that no such lump sum payment of supplemental compensation shall exceed \$12,000. An employee who elects a deferred retirement benefit shall not be eligible for the above lump sum payment. Those employees who have a break in service (excluding layoffs) shall be entitled to apply for lump sum purposes only, the unused accumulated sick leave which was earned from the date of return to employment from the most recent break in service prior to effective date of retirement.

B. Subject to the guidelines of the State Health Benefits Commission established pursuant to the provisions of Chapter 12, P.L. 75, the Mercer County Welfare Board shall continue a Prescription Drug Benefit Program.

The Program shall be funded and administered by the Welfare Board. It shall provide benefits to all eligible unit employees and their eligible dependents through the Hospital Service Plan of N.J. Prescription Program.

Each prescription required by competent medical authority for Federal legend drugs shall be paid for by the Carrier subject to a deductible provision which shall not exceed \$1.00 per prescription and further subject to specific procedural and administrative rules and regulations which are part of the Program.

Each employee shall be provided with an authorization and identification card and a brochure describing the details of the Program.

C. Health benefits covering the employee and members of his family will be continued from the point of retirement until the time of his death, subject to the provisions of the Public Employees Retirement System.

D. The Mercer County Welfare Board shall continue to provide dental insurance through the Connecticut General Life Insurance Company for employees covered by this agreement and the employees' eligible dependents as defined by the New Jersey State Health Benefits Commission.

E. EYE CARE PLAN. Employees covered by this agreement shall be eligible to receive eye care benefits outlined below upon presentation of receipted bill:

1. Twenty dollars (\$20.00) for the cost of regular optical lenses for the employee, their spouse, and their dependent children, and not more than one payment to be made on behalf of said individuals in the course of two (2) years from the date of last purchase of said individual's lenses.
2. Twenty-five dollars (\$25.00) for the cost of bi-focal lenses for the employee, their spouse, and their dependent children, and not more than one payment to be made on behalf of said individuals in the course of two (2) years from the date of last purchase of said individual's bi-focal lenses.

The employee and his dependents (spouse and unmarried children under 23 years of age who live with the employee in a regular parent child relationship) will be eligible for this benefit after the employee has been continuously employed for a minimum of 60 days.

F. Employees shall be required to report all changes in eligibility factors of themselves or of their dependents to the Personnel Office within 30 days of the effective date of such change.

ARTICLE XX

OVERTIME

Employees covered by this agreement will be compensated at the rate of time and one-half for authorized hours accrued in excess of the normal hours of the established work week. Hours worked on a holiday shall be compensated at time and one-half in addition to the holiday credit. Overtime will be computed as one and one-half times the regular hourly rate of pay of that employee.

27-

ARTICLE XXI

EDUCATION

Educational leave will be granted in accordance with Ruling 11 and the Mercer County Welfare Board policy, based upon the recommendations of the Educational Leave Committee and Staff Development Committee of the Mercer County Welfare Board, subject to the approval of the Mercer County Welfare Board.

ARTICLE XXII

SENIORITY

1. Seniority, which is defined as continuous employment in grade with the Mercer County Welfare Board, will be given due consideration by the Board with respect to promotions and demotions, in accordance with Civil Service Regulations.
2. Where an employee is promoted but does not successfully pass the Civil Service examination or the probationary period, he/she will be returned to his/her previous job title in his/her most recent location or his/her then current location if practicable without loss of any seniority.
3. In the event two or more persons have the same seniority date, the one with more time in service with the Agency shall be considered as having the greater seniority.
4. The Board agrees to supply current seniority lists to the Association on a semi-annual basis.

ARTICLE XXIII  
TRANSFER AND REASSIGNMENT

- A. Transfer is the movement of an employee from one comparable job assignment to another within his/her classification in another organizational unit or department.
- B. Reassignment is defined as the movement of an employee from one job assignment to another within his/her job title and within his/her work unit.
- C. Transfers and reassignments will be discussed with the affected employee(s) prior to implementation. In the event such transfers or reassignments are not mutually agreed to, the administration will make these transfers and reassignments in the inverse order of his or her job title seniority of the employees affected.
- D. Transfer or reassignment will not affect the accumulation of an employee's seniority.
- E. Employees to be affected will be given maximum possible notice.
- F. The Board agrees to maintain a list for one year of all voluntary requests made by employees for transfers or reassignments and when a vacancy occurs the request will be given due consideration. Copies of this list will be furnished to the Association President.
- G. The above procedure does not apply in cases requiring a temporary replacement for an absent employee..
- H. In the event the Administration decides that this procedure regarding transfers and reassignments is not workable in a given situation, this matter will be discussed with the Association prior to implementation of another procedure.

*MAP 4/2/81*

*RB 4/2/81 200 4/2/81*

- I. The Welfare Board has the right to transfer and reassign employees in accordance with the provisions of Civil Service Rules 4:1-15 (1-7); therefore, the above paragraphs are subject to compliance with these provisions.

## ARTICLE XXIV

### PERSONNEL FILES AND EVALUATIONS

- A. A duplicate copy of the evaluation by the immediate superior which is required for probationers shall be given in its entirety to the respective employee.
  - 1. Each employee shall be notified of his or her performance and shall have opportunity to review such evalution with his or her supervisor.
  - Evaluations are grievable.
- B. An employee by request for appointment and with the approval of the immediate supervisor shall have access to examine his or her personnel file during office hours at a reasonable time set by management. In a situation where disciplinary charges have been brought against an employee, he/she shall have the right to request that an association representative accompany him/her to review the personnel file. There will be no loss of pay to the employee or the association representative during the period of time the personnel file is being reviewed.
- C. The signature of the employee affixed to any document does not indicate in any way that the employee agrees with the content of the document or the file. Employee's signature is affixed to show only that the file has been reviewed in accordance with this agreement. The employee shall have the right to respond in writing to any document in his file. Such response shall become part of the personnel file unless as a result of the response, the questioned document is removed and destroyed.
- D. Any document relating to any employee's employment other than previous employment inquiries shall be placed in the employee's personnel file.
- E. Copies of all documents relating to the Association employees which are placed in the personnel file shall be given to the employee.
- F. The provisions of Article XXIV Personnel Files and Evaluations are subject to the grievance procedure up to the third step which is final and binding on all parties.

ARTICLE XXV

JOB POSTING

1. Existing or planned job vacancies will be posted on the bulletin board. The posting will include a description of the job, required qualifications, the locations of the vacancies and the procedures to be followed by employees interested in making application. Said application must be made within five (5) working days of posting. A copy of the posting will be given to the Association President.
2. Vacancies will be filled subject to Civil Service Regulations in the progressive three step procedure outlined below whenever possible. In the event the Administration feels that this procedure is not workable in a given situation this matter will be discussed with the Association prior to implementation of another procedure.
  - a. Employees presently serving the title in which the vacancy occurs who have requested a transfer into the vacant position according to seniority.
  - b. Any eligible employee who is fully qualified and applies for the vacant position according to seniority.
  - c. Any non-employee applicant.

ARTICLE XXVI  
ASSOCIATION ACTIVITIES

- A. A section of each bulletin board for Association information is to be provided by the Mercer County Welfare Board. The Association will be responsible for material placed on its section of the bulletin board. Such materials will be initialled by the Association President before posting.
- B. The Welfare Board agrees to provide meeting space at its facilities for Association meetings whenever available.

XXVII  
ARTICLE XXX

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ASSOCIATION MANAGEMENT RELATIONS

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- A. All new written statement of policy or procedure which are applicable to employees shall be made known and delivered upon promulgation to the Association.
- B. The Board and the Association, having recognized that cooperation between management and employees is indispensable to the accomplishment of sound and harmonious labor relations, shall jointly maintain and support a Labor-Management Committee.
  - 1. The Labor-Management Committee shall consider and recommend to the Director of Welfare changes in the working conditions of employees within the Agency. The Labor-Management Committee shall not consider items being grieved.
  - 2. The Labor-Management Committee shall consist of six (6) members. The Association may designate two (2) members, AFSCME Local 2285 shall designate two (2) members, and the Welfare Board shall designate two (2) members. The Committee shall make its recommendations to the Director in writing and said recommendations should set forth the names of persons in favor of same, Each Committee member shall receive copies of items recommended.

ARTICLE XXVIII

PUBLIC HEARINGS

- A. The Board agrees to grant two (2) officially designated members of the Association one (1) working day leave each, per contract year without loss of pay, to attend the State of New Jersey Public Hearing with regard to Ruling 11.
- B. Written request specifying the names of the two officially designated members and the date of the aforementioned public hearing they are attending is to received by the Board at least five (5) days in advance.

X-14  
ARTICLE ~~15~~

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TRANSFER OF THE WELFARE PROGRAM

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Should the Federal, State, or County Government enact legislation to assume the supervision, and administration of the Welfare Program, specific provisions should be made to protect and guarantee that the Civil Service and Retirement Rights of Mercer County Welfare Board personnel transferred to employment under the Federal, State or County Government Welfare Programs be continued.

## ARTICLE XXX

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### GENERAL PROVISIONS

In the event legislation is enacted providing improvement which would uniformly affect employees of this State, this Agreement will not be used to deter or preclude its application to employees covered by this Agreement.

ARTICLE XXXI

PRINTING OF AGREEMENT

- A. The Board will reproduce this Agreement in sufficient quantity so that each present employee in the bargaining unit may receive a copy, plus additional copies for distribution to employees hired during the term of this Agreement. The method of reproduction will be at the discretion of the Board.
- B. The Board will reproduce copies of all supplemental agreements for the life of the contract.

## ARTICLE XXXII

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### SEPARABILITY AND SAVINGS

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If any provisions of this Agreement should be held invalid by operation of law or by tribunal of competent jurisdiction including but not limited to the New Jersey Department of Civil Service, or if compliance with or enforcement of any provision should be restrained by such tribunal pending a final determination as to its validity, such provision shall be inoperative but all other provisions shall not be affected thereby and shall continue in full force and effect.

XXII  
ARTICLE ~~XXIV~~

FULLY BARGAINED

The parties agree that they have fully bargained and agreed upon all terms and conditions of employment, and that this Agreement represents and incorporates the complete and final understanding and settlement by the parties of all bargainable issues which were or could have been subject of negotiations. This is done with the exception of re-opener articles.

ARTICLE XXXIV

DISABILITY PLAN

The Board agrees to provide Temporary Disability Benefits for employees in accordance with the provisions of P.L. 1980, Chapter 18, or as amended, and it is understood that said law requires contributions from both employer and employee. The temporary disability program shall commence January 1, 1981, subject to the provisions of P.L. 1980.

ARTICLE XXXV

DURATION

A. This Agreement shall be effective July 1, 1980 and shall remain in full force and effect until June 30, 1982.

The parties agree to negotiate as reopeners for the year 7/1/81-6/30/82

1. Salaries
2. Any changes made by federal and state legislation which would affect the terms and conditions of employment. Such request shall be made by the Association, in writing prior to March 31, 1981, and shall be effective July 1, 1981.

B. Negotiations on the successor contract shall commence on or about 2/28/82 upon written notice by one party to the other at least 90 days prior to the expiration date of the Agreement of a desire to change, modify or terminate the Agreement.

C. This Agreement is subject to the review and written approval as to form and content by the Division of Public Welfare.

## APPENDIX I

*J* <sup>RB</sup>  
 4/2/81 SALARY RANGES EFFECTIVE 7/1/80  
 RULING 11-SCHEDULE L-EFFECTIVE 7/1/80

RB - <i>J</i> 4/2/81	Accountant 21A 4/2/81	\$11,448.00-\$13,408.14-\$18,099.26
RB - <i>J</i> 4/2/81	Supervising Clerk 21A 4/2/81	11,582.44-\$15,631.60
RB - <i>J</i> 4/2/81	Supervising Clerk Bookkeeper 21A 4/2/81	11,582.44-\$15,631.60
RB - <i>J</i> 4/2/81	Homemaker Service Supervisor 21A 4/2/81	11,521.44-\$20,958.20
RB - <i>J</i> 4/2/81	Income Maintenance Supervisor 21A 4/2/81	11,521.44-\$20,958.20
RB - <i>J</i> 4/2/81	Senior Accountant 21A 4/2/81	11,521.44-\$20,958.20
RB - <i>J</i> 4/2/81	Senior Investigator 21A 4/2/81	11,521.44-\$20,958.20
RB - <i>J</i> 4/2/81	Social Work Supervisor 21A 4/2/81	11,521.44-\$20,958.20
RB - <i>J</i> 4/2/81	Supervisor of Property & Resources 21A 4/2/81	16,298.12-\$22,003.82
RB - <i>J</i> 4/2/81	Date Processing Coordinator 21A 4/2/81	16,298.12-\$22,003.82

IN WITNESS WHEREOF, the parties have entered into this Agreement and caused same to be executed by its respective officers or agents on the 13<sup>th</sup> day of March, 1951.

MERCER COUNTY WELFARE BOARD

BY Norm B Stern  
Chairperson

ATTEST:

Frank D. Murray  
Director of Welfare

MERCER COUNTY SUPERVISORS  
ASSOCIATION

By Roy R. Bray  
President

ATTEST:

Reviewed and approved by the  
Division of Public Welfare  
N.J. Department of Human  
Services

S. Charles Peter 3/29/51